The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT

OF THE

BOARD OF CONCILIATION AND ARBITRATION

TOGETHER WITH THE

DECISIONS RENDERED BY THE BOARD

FOR THE

YEAR ENDING NOVEMBER 30, 1939

OFFICIALS

Commissioner
JAMES T. MORIARTY

Assistant Commissioner
MARY E. MEEHAN

Associate Commissioners
(CONSTITUTING THE BOARD OF CONCILIATION AND ARBITRATION)
THOMAS F. CUDDEY
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JOHN L. CAMPOS

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Dept. of Labor and Industries

REPORT OF THE BOARD OF CONCILIATION AND ARBITRATION

THOMAS F. CURLEY, *Chairman;* RAYMOND V. MCNAMARA, JOHN L. CAMPOS

On December 1, 1935, two joint applications for arbitration were pending. During the year 118 joint applications were filed, making a total of 120. Of these twelve were abandoned, withdrawn or settled; decisions were rendered in 103 cases, also one supplemental decision; five cases are now pending. Four petitions for certificates of normality were filed and four certificates were issued.

CONCILIATION

The attention of the Board has been directed during the past year to effecting settlements of industrial disputes through the medium of conciliation before strikes actually take place. In its efforts it has been highly successful, for through the good offices of the Board approximately 25,000 employees were kept at work in the commonwealth and strikes avoided in over 105 instances. Our ability to avoid a cessation of work and to continue uninterrupted production has amounted to a considerable saving to the employees in wages and has prevented an enormous loss to industry. The earnings of the employees in most lines of industrial and other employment are still at a low level through reduced rates and part-time employment. Considerable unrest naturally exists among the employees, occasioning a most restive feeling on their part, calling for increased wages and changes in working conditions and hours of employment. If industrial peace is to be maintained, this situation must not be ignored by those in charge of industry. The upturn in business, accompanied by an anticipation of further improvement, has aroused the hopes of the employees in many lines of industry to attempt to recover reductions previously made in wage rates and hours of employment. The Board has been alert in contacting employer and employee representatives and engaging them in conferences as soon as information has reached us of industrial disputes. The conciliatory efforts of this Board have resulted in the avoidance of any serious strike in the commonwealth during the year.

The confidence which employers and employees have in the Board is evidenced by the fact that practically all lines of industry have availed themselves of the good offices of the Board during the past year, and to such an extent that the work of the Board has increased so that it has been obliged to devote its full time to the settling of labor controversies and the arbitration of industrial disputes.

The Board has been active in its attempts to prevent the removal of industries from Massachusetts to neighboring states and has in many instances accomplished very gratifying results. The threatened removal to New York state of the Gold Seal Shoe Corporation of Lynn, employing some 500 employees, was avoided, partially at least, through the efforts of this Board, acting in conjunction with the Commissioner of Labor and Industries, James T. Moriarty. The result of our efforts in this one instance was most helpful and prevented the removal of this concern to New York state, thus reassuring the employees of their jobs and saving for the commonwealth one of its most important industrial units. This activity of the Board, while not strictly within the jurisdiction of this commission, as outlined in chapter 150, sections 1 to 10, nevertheless is of such great importance that it has concerned itself when it had knowledge of such removal.

The development of our industrial life in the commonwealth, however, depends not only upon the retention and upbuilding of our present industries, but also on the acquisition of new units from outside the borders of our state who seek new fields of operation. The attention of the Board was recently attracted to the interest being shown by the owners of a large hat factory in New Jersey who desired to expand their business. The parties were contacted, the advantages of locating in Massachusetts presented to them, and, as a result of the Board's activity, this company is now in operation in Bradford, employing some 400 operators and bringing into that community an annual payroll of approximately $100,000. This important work, embracing as it does the upbuilding of our industrial life, should receive the immediate consideration of those in authority. Funds should be allocated either to this department or some other agency of the state government with authority to develop and enlarge upon this activity so important to our industrial life. The commonwealth has during the past year appropriated the sum of $150,000

to advertise its recreational advantages. We urge an appropriation to advertise and promote the industrial advantages of Massachusetts. It is incumbent upon the state to give immediate concern to the establishment of such an agency as proposed in this report in order that we may retain our industrial supremacy.

Paul Whitin Manufacturing Company, Northbridge. A serious labor trouble, resulting in the strike of approximately one thousand employees of the Paul Whitin Manufacturing Company, occurred on January 14, necessitating the closing of the mill. Federal conciliators were invited in by the representatives of the United Textile Workers of America to adjust the differences and for a period of weeks conducted negotiations, but with no apparent success. On the morning of January 24, while these negotiations were going on, a riot occurred at the plant of the company as the result of the attempt of seven workers, office helpers and overseers of the plant, to load two cars with merchandise valued at $15,000. The employees so engaged were set upon by the strikers, who immediately proceeded to unload the cars. In the afternoon the loyal employees again attempted to load the cars and the strikers, some one thousand strong, seized the fire hose and played it upon the police, railroad officers and the merchandise. Tear gas bombs and clubs were freely used with but little success. Darkness ended the day of violence, at which time state police were requested. Acting upon orders from the governor of the commonwealth, Commissioners McNamara and Campos and Agent Knight proceeded to Northbridge on the following day, for the purpose of attempting a settlement. As a result of that visit the commissioners recommended to the union that mass picketing cease while the Board was endeavoring to conciliate. A mass meeting was hurriedly called and the Board's recommendation was accepted.

At a conference of parties held on March 7, the following demands of the union were freely discussed:

a. 10% increase in wages.
b. Taking the cleaning from the spindles down.
c. $14 a week for 40 hours for loom cleaners.
d. Loomfixers to receive more wages and reduction in work load.
e. No discrimination on account of union activities.

After a day of hearing evidence pro and con relative to the dispute and the disorder attending it, the Board finally made the following recommendations to both parties, to be in turn submitted to the directors of the company and to the mass meeting of the employees:

1. The strike to be officially declared off and the strikers to return to work as business conditions warrant.
2. There shall be no discrimination of any sort against any employee on account of union activities, the company agreeing to observe the provisions of the Connery-Wagner Act and to comply with and observe all constitutional, local, state and federal laws concerning labor.
3. It is agreed to submit the determination of the controversy regarding cleaning by spinners to an arbitration board consisting of Joel Barnes, selected by the employer, and Edward F. Doolan, selected by the employees, and if these two cannot agree, John L. Campos, labor member of the State Board of Conciliation and Arbitration, is to make the final decision. This arbitration board is to make a study of the entire spinning department on conditions, work load and wages. It is further agreed that pending this study the spinners shall resume work as formerly. It is further agreed that just as soon as new stock has begun to be worked this study shall be made and a determination rendered, the decision of this arbitration board to be final and binding upon both parties.
4. It is agreed, with reference to loom cleaners, that the minimum wage shall be $13 for a 40-hour week, and that in any weeks in which less than 40 hours are worked, the wage rate shall be proportional. It is further agreed that in no case shall there be an increase in the work load above the present maximum. It is further agreed that the loom cleaners shall work alternate weeks until the company is operating at normal production.
5. It is agreed that the minimum pay in this mill shall be $13 for a 40-hour

week, and that in any weeks in which less than 40 hours are worked, the wage rate shall be proportional.

6. The company agrees that the loomfixers shall receive assistance when the work assigned becomes too burdensome to handle alone.
7. This agreement to be binding upon both parties until April 1, 1937, it being agreed that in the event that either party desires to cancel the agreement on that date, a 30-day notice shall be given by registered mail by the party so desiring to the other party and to the State Board of Conciliation and Arbitration. In the event that such notice is not sent by either party, it is understood that this agreement shall be in full force and effect for another year. In the event that there is any misunderstanding or controversy as to the intent of any article of this agreement, it is agreed that the matter shall be submitted to the State Board of Conciliation and Arbitration for interpretation.
8. The signatories to this agreement, made before the State Board of Conciliation and Arbitration, further agree to present it immediately to their respective bodies; namely, Local No. 2332 of the United Textile Workers of America and the directors of the Whitin Mill, and to recommend that the same be accepted.
9. There shall be no strikes or lockouts during the life of this contract.
10. It is agreed by the company that they will deal with such representatives of the employees as the employees shall designate for the purpose of collective bargaining.

In the recommendations, under Article 3, a rather unique and extraordinary agreement was entered into, with the sanction of the company and the union, whereby the labor representative on the Board was to be the final arbiter in the determination and the proper allocation of the work load, working conditions and wages in the spinning department. These recommendations were officially accepted by the union and the company on March 9 and the strike officially called off. Its success in bringing both parties into agreement after weeks of rioting and bitter disagreements was a source of much satisfaction to the Board.

Garment Industry, Boston and Vicinity. On February 18 the Board received notification from the Joint Board of Cloak and Dressmakers' Union of the International Ladies' Garment Workers' Union, advising them that the agreement between the union and the manufacturers expired as of February 15 and had not been renewed and calling the Board's attention to the seriousness of the situation. Under date of February 21 the Board sent notices to the interested parties of a conference to be held at its office on February 25, at which conference it was disclosed that in a 10-year period there had been six general strikes in the garment industry in the city of Boston; that sales had decreased from a value of $30,000,000 to $10,000,000 in the Boston area, due to the migration of the industry from that section as a result of labor disturbances. The union stated it was their desire to stabilize wages, hours and conditions of employment in the city of Boston, to conform with the situation existing in other localities under contract with their union.

The questions of wages and the closed shop were the main subjects under discussion, the manufacturers' position being that they were ready to discuss wages, hours and conditions of employment, but would not discuss the question of a closed shop. This conference adjourned without a settlement having been reached. Following this conference, the Board was advised that a meeting of the union was to be held that night, at which a general strike vote was to be taken. With this information, the Board contacted the responsible parties in the union and succeeded in averting the strike. A further conference was arranged for February 26 and at this conference the union was prepared to sit down and make an agreement with the manufacturers, but the manufacturers again refused to sit down and discuss any agreement calling for a closed shop.

On February 27 a general strike was called in the garment industry. Under date of February 29, the Board received a telegram, advising them that the Associated Dress Manufacturers of Boston, Inc., at a meeting held that day had unanimously agreed that they were ready and willing to confer with the International Ladies' Garment Workers' Union for the purpose of entering into contractual relations with them. It would appear from information which the Board received that

the union had refused to deal with this particular group separate and distinct but had insisted if any agreement was to be made, it would have to be made for the whole industry.

On March 22 the Board requested His Excellency the Governor to aid and assist them in bringing this matter to a conclusion. The governor arranged for a conference to be held at his office on Saturday, the 29th, at 11 A.M., and on that date the Board met with the governor, a committee from the union and a committee of the manufacturers, together with the Commissioner of Labor and Industries, James T. Moriarty, and at that meeting the governor suggested that the employees return to work immediately and both groups sit with the State Board of Conciliation and Arbitration to see what could be agreed upon in the matters in dispute and what could not be agreed upon should be submitted to the State Board for arbitration, with a final appeal to him. This had the sanction of the employers' group. Mr. Kramer, business manager of the International Ladies' Garment Workers' Union, replied that they had no intention of doing away with the union and if the governor's recommendation was accepted, it would have that effect. The governor then suggested that the Board proceed immediately to the Parker House and continue the conference in an endeavor to conciliate the differences, suggesting that a committee of five be appointed from each side.

The Board met with the committee so appointed at the Parker House and as a result of this conference informally recommended that the union and manufacturers sign a three-party agreement with the State Board of Conciliation and Arbitration; that is, whatever might be agreed upon in the matter of wages and conditions would be signed by both parties and the Board and left with the Board. Such an agreement would apparently overcome the manufacturers' objections to signing an agreement directly with the union. This was acceptable to the employees' group and they were prepared to recommend its acceptance at their mass meetings, but the employers' group, however, refused to enter into any such contract, despite the urgings of the Board. This conference persisted until 11 o'clock at night, when a postponement was taken until Monday at the State House, both parties agreeing to prepare statements as to how far they were willing to go to settle the dispute. This meeting was held on March 24 and it was apparent to the Board, as a result of the statements made, that neither side had receded from its former position.

Action in the courts had been taken by fourteen manufacturers of cotton dresses and underwear, who had brought suit against the Joint Board of Cloak and Dressmakers' Union, affiliated with the International Ladies' Garment Workers' Union. This action was brought before Mr. Justice Thomas J. Hammond sitting in the Superior Court for Suffolk County, and on Saturday, March 21, entered the following decree in each of the fourteen cases of cotton dress and underwear manufactures:

"This case came on to be further heard at this sitting and was argued by counsel, and thereupon, upon consideration thereof, and agreement of counsel, it is ORDERED, ADJUDGED AND DECREED as follows:—

"1. The respondents and each of them, and their respective officers, agents, servants and attorneys, shall forthwith discontinue and terminate the strike now in progress against and affecting the complainant.

"2. The respondents and each of them, and their respective officers, agents, servants and attorneys, shall no longer continue to interfere with the complainant's employees and their employment.

"3. The respondents and each of them, and their respective officers, agents, servants and attorneys, shall cease and no longer continue to picket the complainant's premises.

"4. The respondents and each of them, and their respective officers, agents, servants and attorneys, shall cease from persuading the complainant's employees for the purpose of inducing them, or any of them, to leave their employment with the complainant.

"5. The complainant shall not discriminate against any of its employees who went out on strike, and shall reemploy all of said employees.

"6. The complainant shall not interfere with any of its employees who desire to affiliate with the International Ladies' Garment Workers' Union.

"7. The complainant shall distribute all work equally among its employees during slack periods.

"8. The complainant shall maintain a minimum wage of Thirteen Dollars ($13.00) per week on the basis of a forty (40) hour working week.

"9. The complainant shall maintain a forty (40) hour week for its employees and shall submit to arbitration by the State Board of Conciliation and Arbitration all controversies involving the hours of labor, wages, overtime rates, and working conditions of its employees, which may arise between it and its employees; and shall abide by and conform with all final decisions of the State Board of Conciliation and Arbitration in all matters involving the hours of labor, wages, overtime rates, and working conditions of the complainant's employees."

The decree of Justice Hammond imposed upon this Board the power to settle all controversies involving hours of labor, wages, overtime rates and working conditions of the employees and as a result of his decree the strike was officially ended. Following the decree, however, the Board met with various groups in the industry and on March 23 the manufacturers and the union signed an agreement before the State Board of Conciliation and Arbitration, covering a two-year period and establishing the wages, hours and working conditions which are to obtain in the industry.

Both sides expressed their thanks to the Board for its interest and helpfulness in the solution of this strike and the Board for the first time took under its jurisdiction. the keeping of peace in this industry. There have been no strikes, disturbances or lockouts since the signing of the agreement.

Tanning Industry. For the past three years the Board has been specifically recognized as the agency for the arbitration of the industrial disputes in the agreement entered into between the manufacturers in the tanning industry and their employees, members of the National Leather Workers' Association, doing business in the cities of Peabody, Salem, Lynn, Woburn and Norwood and employing approximately eight thousand leather workers. This agreement has been renewed for the year 1937, and again designates the Board as the agency for arbitration and the enforcement of other important provisions relative to employment. The Board has been able to adjust all controversies during the year without a semblance of a labor disturbance among those covered by this agreement.

A most unusual case attracted the attention of the Board during the month of March. As a result of the flood waters of the Merrimack River inundating the building occupied by the Hamel Leather Company of Haverhill, over a million dollars' worth of hides in storage were threatened with ruin unless they could be immediately processed. Arrangements were made by the company to have these hides processed in Salem, Lynn and Peabody tanneries, but upon the arrival of the hides, the employees in those tanneries refused to work upon them and threatened to strike the plants if any attempts were made by the companies to salvage them. This action on the employees' part was precipitated by reason of the fact that in 1933 the Hamel Leather Company had refused to recognize the union and had secured an injunction from the courts restraining the union from picketing or interfering with the operation of the company's plant. Appeals were made by the company to the governor and the attorney general, pointing out to them the emergency and the loss of over a million dollars' worth of hides if these skins were not immediately processed. The Board was called into the situation and immediately made recommendations for the salvaging of the hides, which were later approved by both sides; also, an agreement made to arbitrate the alleged refusal of the company to reemploy certain employees who had been active in the picket line after the strike of 1933. The settlement of this controversy in all probability prevented a general labor disturbance in the tanning industry and averted what would have occasioned an enormous loss to the manufacturer.

Boston Woven Hose and Rubber Company, Cambridge. Under date of June 23, the Board was notified of a contemplated strike, to be called June 24, at the Boston Woven Hose and Rubber Company in Cambridge. The Board immediately contacted the representatives of the company and the employees, members of the United Rubber Workers of America, Local No. 25. They advised the Board that the strike had been called at 12 o'clock noon, whereupon the Board arranged a

conference, to be held at its office, on June 25, at which conference it was disclosed that the union, representing some 900 employees, had made certain demands upon the company and that both sides had engaged in conferences over a two-week period in an endeavor to adjust their differences. The demands presented were as follows:

1. The Badeaux system on 100% bonus without a reduction in the present base rates.
2. 10% wage increase.
3. A week's vacation with pay to those in the employ of the company for over one year.

The contention of the employees was that since the introduction of the Badeaux system on March 15, 1930, there had been a reduction in the earnings of the employees. They further claimed that the employees received a rate of 45¢ an hour for a 40-hour week, while the company contended that 45¢ an hour was only the minimum and the average wage of the employees in this factory was 60¢ an hour. The union further maintained that the average weekly wage was $18 and the company stated that the average weekly wage was $24. It was brought out in the testimony that the annual payroll of this company amounted to $900,000 and that it gave employment to approximately 900 employees. This company is engaged in the manufacture of mechanical rubber goods, hose, tape, belts, etc. After a lengthy conference the Board made the following recommendations:

1. All male employees receiving 37¢ an hour or less shall receive not less than 43¢ an hour.
2. Time and one-half shall be paid for all overtime work over and above 40 hours a week.
3. Female employees employed by the company shall receive a minimum of not less than 35¢ an hour.
4. When the union presents a complaint relative to any individual employee, or employees whose rate under the Badeaux System is in their opinion unfair, the concern agrees to investigate such operation and in the event such rate is inadequate the concern agrees to readjust such rate and to make said rate retroactive to the date case is presented.
5. Strike to be officially called off.
6. Employees to return to work in their former occupations without discrimination.
7. That when business conditions and the economic conditions of the company would justify it, the company will give consideration to the question of granting vacations with pay. The company agreed that when it felt its economic condition warranted, consideration would be given to this question.

The Board insisted that these recommendations be presented to the mass meetings of the workers and to the directors of the company for acceptance or rejection, the Board stating that the recommendations were a fair and just settlement of the difficulties which both had encountered. This was agreed to by both parties and on June 26 the Board was advised by the union and the company that the recommendations had been accepted and the employees would return to work immediately. This concern had been in existence for a period of 50 years and had experienced the first strike in its history, which strike was successfully concluded through the efforts of the Board with but one day's cessation of work.

Shoe Workers, Lowell. A serious strike occurred in Lowell on June 1, involving twelve hundred employees of the Chelmsford Shoe Company, Inc., the Federal Shoe Company, Inc., the Economy Shoe Company and the Lowell Shoe Company. On June 2 the members of the Board visited Lowell and called into conference at the City Hall the representatives of the companies and the union with whom they had previously had contractual relations, the United Shoe and Leather Workers' Union, Locals Nos. 76, 46, 37 and 38. The issues presented at this conference included wage rates, hours of employment, the question of a union agreement and the termination date of the new contract. It appeared that the previous agreement expired on May 31. At this conference, which continued for the entire day

and until three o'clock the following morning, the Board invited the mayor and the citizens' committee, together with the secretary of the Lowell Chamber of Commerce, to participate as interested parties. It appeared that these men had had many previous conferences with the affected parties prior to the strike in the hope of averting the same, but without success. As a result of the Board's intervention, a settlement acceptable to both parties was finally agreed upon. This settlement provided for the establishment of a 40-hour week, with the privilege of working an extra hour a day for eight weeks during peak production, but in no case was there to be any Saturday work. A wage rate, on the basis of the rate then in effect, was established, with the exception of a possible change as to the rate to be paid bench operators, which was to be submitted to arbitration. The termination date of the agreement was set by the Board as January 1, with the understanding that negotiations for a new contract were to start on November 1 and in the event prices were not agreed upon by December 8, either party could abrogate the agreement. The acceptance by both sides of the Board's recommendations brought to a termination a strike which had serious possibilities and was the means of preventing the removal of at least one concern which had threatened to locate its business elsewhere.

List of Industries Affected and Principal Differences in Conciliation and Arbitration Cases

Industries Affected: Boxes, Building, Carpet, Coal Distributing, Express, Fur, Furniture, Garment, Hat, Lumber, Match, Paper and Twine, Rubber, Silver Plated Ware, Steel and Wire, Storage, Textile, Transportation.

Principal Differences: Wages, Hours, Working Conditions, Discharge, Discrimination, Union Recognition, Terms of Agreement, Removal.

Arbitration

Industries Affected	*Issues Arbitrated*
Coal Distributing (truck driver, teamsters)	Wages, Terms of Agreement
Garment	Discharge, Discrimination, Violation of Decision, Wages
Lumber (chauffeurs, teamsters, helpers)	Terms of Agreement
Sand and Gravel (chauffeurs, teamsters, helpers)	Wages, Hours
Shoes	Wages
Silver Plated Ware	Hours, Conditions
Street Railway	Terms of Agreement
Tanning	Wages, Discharge, Discrimination, Interpretation, Seniority Rights
Textile	Wages, Working Conditions
Transportation (truck drivers)	Terms of Agreement

DECISIONS

MONARCH SHOE COMPANY—CHELSEA

December 3, 1935

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Chelsea and stitchers. (88)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Monarch Shoe Company at Chelsea, for the work as there performed:

	Per 36 Pairs
Extras on stripping pattern No. 139:	
Curve	$0.03
Stop	.06
Stitching front straps, pattern No. 417, double-needle machine	.66

By agreement of the parties this decision is to take effect from the date of beginning the work in question.

LOU-MAC SHOE COMPANY—CHELSEA

DECEMBER 10, 1935

In the matter of the joint application for arbitration of a controversy between the Lou-Mac Shoe Company of Chelsea and stitchers. (89)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Lou-Mac Shoe Company at Chelsea, for the work as there performed:

	Per 36 Pairs
Pattern No. 33:	
French-cord stitching; extra	$0.09
French-cord pressing; extra	.12
Pump stitching; extra	.10
Pump stitching; tongue	.15

By agreement of the parties this decision is to take effect as of the date of beginning the work in question.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

DECEMBER 27, 1935

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (3)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that an increase of $1 per week shall be paid by Winslow Brothers & Smith Company at Norwood to counters and lumpers for pickled-skin sorters. This decision is to take effect as of the next pay-roll week.

E. DONOVAN LEATHER COMPANY—SALEM

JANUARY 16, 1936

In the matter of the joint application for arbitration of a controversy between E. Donovan Leather Company of Salem and buffers. (6)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the E. Donovan Leather Company at Salem, for the work as there performed:

	Per Dozen
Sweeping	$0.10
When pad is used	.15

LOU-MAC SHOE COMPANY—CHELSEA

JANUARY 21, 1936

In the matter of the joint application for arbitration of a controversy between the Lou-Mac Shoe Company of Chelsea and employees. (1)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Lou-Mac Shoe company to employees at Chelsea, for the work as there performed:

Pattern No. 366; pump stitching, including straps and fitting linings	$0.18
Pattern No. 33; outside cutting, formations, per case	.09
Pattern No. 99; outside cutting, notches, 8 notches for	.01

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

DIMOND-GRYNKRAUT KID MANUFACTURING COMPANY—PEABODY

JANUARY 21, 1936

In the matter of the joint application for arbitration of a controversy between the Dimond-Grynkraut Kid Manufacturing Company of Peabody and stakers. (5)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change in the price paid by the Dimond-Grynkraut Kid Manufacturing Company at Peabody for staking, as the work is there performed.

E. CUMMINGS LEATHER COMPANY—WOBURN

JANUARY 29, 1936

In the matter of the joint application for arbitration of a controversy between the E. Cummings Leather Company of Woburn and buffers. (7)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under

which it is performed, the Board awards that no discrimination against the employee in question has been exercised by the E. Cummings Leather Company at Woburn.

BEGGS & COBB, INC.—WINCHESTER

FEBRUARY 18, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (9)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by Beggs & Cobb, Inc., at Winchester, against the employee in question.

PETER SIM & SONS COMPANY—SALEM

MARCH 6, 1936

In the matter of the joint application for arbitration of a controversy between Peter Sim & Sons Company of Salem and employees. (11)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employee in question was not unjustifiably discharged by the Peter Sim & Sons Company at Salem.

CONGRESS TANNING CORPORATION—WOBURN

APRIL 1, 1936

In the matter of the joint application for arbitration of a controversy between the Congress Tanning Corporation of Woburn and buffers. (18)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the Congress Tanning Corporation at Woburn was within its rights in discharging the employee in question.

PILOT SHOE COMPANY—CHELSEA

APRIL 3, 1936

In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and fancy stitchers. (10)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Pilot Shoe Company to employees at Chelsea, for the work as there performed:

Fancy stitching:

Flatty:	
Making vamp complete; strap saddle cemented, tip and overlays held on	$2.40
Penn:	
Stitching vamp collar and overlay and strap to vamp, all held vamp and pump stitch strap cemented	1.95

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

NOBBY SHOE MANUFACTURING COMPANY—CHELSEA

APRIL 3, 1936

In the matter of the joint application for arbitration of a controversy between the Nobby Shoe Manufacturing Company of Chelsea and pump stitchers. (12)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Nobby Shoe Manufacturing Company to employees at Chelsea, for the work as there performed:

Pump stitching, Pattern No. 420:

Vamps	$0.36
Quarters	.66

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

FISHER SHOE COMPANY—BOSTON

APRIL 14, 1936

In the matter of the application of the Fisher Shoe Company of Boston (Jamaica Plain) Massachusetts. (8)

This application, made to the Board under the General Laws, Chapter 150, requests

the Board to determine whether the business of the Fisher Shoe Company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner and remonstrants, the Board determines that the business of manufacturing shoes is being carried on by the Fisher Shoe Company at Boston (Jamaica Plain) in the normal and usual manner and to the normal and usual extent.

DAVID H. SMITH, INC.—LYNN

APRIL 14, 1936

In the matter of the joint application for arbitration of a controversy between David H. Smith, Inc., of Lynn and employees. (21)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination was exercised by David H. Smith, Inc., at Lynn, against Mrs. Marie Ouellette.

In regard to Miss Dora Perry, the Board determines that she should be reinstated in employment.

M. SHARAF COMPANY—BOSTON

APRIL 14, 1936

In the matter of the joint application for arbitration of a controversy between M. Sharaf Company of Boston and employees. (22)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that discrimination has been exercised by the M. Sharaf Company at Boston against Catherine Puleo, and orders her reinstatement in employment.

The case of Alva Moss is dismissed.

CROSS COAL COMPANY, BERNARD L. McDONALD COAL COMPANY M. O'MAHONEY COMPANY—LAWRENCE

APRIL 21, 1936

In the matter of the joint application for arbitration of a controversy between the Cross Coal Company, Bernard L. McDonald Coal Company and M. O'Mahoney Company of Lawrence and employees. (19)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that under the submission the following is established as an agreement between the parties, to be effective as herein provided.

AGREEMENT entered into between ..... of Lawrence (hereinafter called the employer) and the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers' Union, Local No. 477 (hereinafter called the local).

ARTICLE I

In consideration of this agreement the firm signing the same agrees that in the matter of employment preference shall be given to members of Teamsters, Chauffeurs and Helpers' Union, Local No. 477, in good standing.

ARTICLE II

The hours of labor of teamsters, chauffeurs and helpers handling solid fuels shall be as follows:

A. From January 21, 1936, to April 30, 1936, inclusive, and from September 1, 1936, to December 31, 1936, inclusive, forty-eight hours shall constitute a week's work on a basis of eight hours per day, between 7.30 A.M. and 5 P.M., from Monday to Saturday, inclusive.

B. From May 1, 1936, to August 31, 1936, inclusive, forty hours shall constitute a week's work on a basis of eight hours per day between 7.30 A.M. and 5 P.M.

C. All hours worked in excess of the hours stated above (except Sundays and holidays) shall be paid for at the rate of time and one-half. Double time for Sundays and holidays.

Employees shall be allowed one hour for dinner each day, as near twelve o'clock noon as possible.

The employees shall not start out any trucks earlier than 7.30 A.M. unless notified by the employer the day before of any change in the starting time.

D. The following wage rates are established by this agreement:

	Per Hour
Chauffeurs	$0.60
Helpers and yard men	.54

E. It is agreed that any men receiving a higher wage than stated in this agreement shall receive no reduction in wages by the signing of the same. Any alleged abuse regarding keeping employees waiting for work on the part of the employer shall become a subject for arbitration before the State Board of Conciliation and Arbitration; the amount to be paid, if any, to be determined by this Board if in its opinion an injustice has been done such employees.

ARTICLE III

Shop Representatives. The union may have in each shop a duly-accredited representative who shall be recognized as having charge of complaints and organization matters within the shop. He shall be empowered to receive complaints and be given sufficient opportunity and range of action to enable him to make proper inquiries concerning them. It is expected that the shop representative will represent the co-operative spirit of the agreement of the shop, and shall be the leader in promoting that amity and spirit of good-will which it is the purpose of this instrument to establish.

ARTICLE IV

Grievances. When a grievance arises the complainant shall report it with reasonable promptness to the shop representative, who shall present it without undue delay to the shop superintendent. These two may discuss the complaint and may endeavor to agree to an adjustment. In the event the shop representative is not satisfied with the action of the employer, he may promptly report the matter to the union.

ARTICLE V

Sickness. Any workers who are absent on account of sickness shall be reinstated in their former positions if they return within a reasonable time.

ARTICLE VI

It is agreed by the signatories to this agreement that any differences or controversies which may arise during the life of this contract which cannot be mutually adjusted, shall be submitted to the State Board of Conciliation and Arbitration, whose decision shall be final and binding.

ARTICLE VII

This agreement shall be in effect for one year, from April 1, 1936, to April 1, 1937.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

APRIL 24, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (15)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by Winslow Brothers & Smith Company at Norwood, for the work as there performed:

	Per Week
WINSLOW PLANT:	
Wool pulling:	
Elevator man (George Polus)	$20.00
Bagging (Clem Coughlin)	21.00
Wool storage and shipping:	
Shipping gang	21.00
Pickle-sorting department:	
Lumpers and counters (Jim Sarkus, Mike Daniels, Gus Schmidt, William Werning, Adam Droste, Jacob Kozen, Jacob Twaska, George Colp) (by agreement of the parties)	21.00
Brandt Finish Department:	
Lumper (James Kelley)	20.00
Finish Embossing Department:	
Feeders (Sydney Rea, Leonard Calder, C. Perry Lamphiar, Leon Starkey, Charles Witartis, Ivar Johnson, Fred Hayes) (by agreement of the parties)	20.00
Putting-out machine (20 men)	24.00
SMITH PLANT:	
Bark room (Bartley McDonough, Edward McDonough)	21.00
Tan cellar, frame hands (John Lindfurst, Pat Keady, Coleman O'Laughlin, John Conley)	22.50
Mike Adelman	20.00

Putting-out:
When working on calfskins (Joe Usdavinis) $25.00
Tacking Department:
Lumping (Joe King) 20.00
Tan leather:
Chrome tanning (Russell Tobin) 24.00
SUPPLEMENTAL LIST:
Paul Krusbas 21.00
Pat Curran (plumber's helper) (by agreement of the parties) . . 20.00

By agreement of the parties this decision shall take effect as of April 1, 1936.

AMDUR LEATHER COMPANY—DANVERS

April 27, 1936

In the matter of the joint application for arbitration of a controversy between Amdur Leather Company of Danvers and employees in the color room. (23)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by the Amdur Leather Company at Danvers against the employees in question.

KORN LEATHER COMPANY—PEABODY

April 27, 1936

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and buffers. (24)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the minimum wage for operating the new buffing machine shall be $22.50 per week.

This decision is to take effect as of the next payroll week and continue in effect pending a further study by the Board of the conditions applying to the work in question.

KORN LEATHER COMPANY—PEABODY

April 27, 1936

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and employees in the shipping room, etc. (29)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the six employees in question shall be retained in the positions they now occupy or in other positions, at the wage rate paid to men.

This decision is to take effect as of the next payroll week.

BEGGS & COBB, INC.—WINCHESTER

April 27, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb Inc., of Winchester, and employees. (30)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the trimmer in question (McKenna) shall be reinstated in employment by Beggs & Cobb, Inc., at Winchester.

By agreement of the parties this decision is to take effect as of April 22, 1936.

D. GREEN & SONS, INC.,—FALL RIVER

April 29, 1936

In the matter of the joint application for arbitration of a controversy between D. Green & Sons., Inc., of Fall River, and employees. (20)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that pay for overtime work shall be at the rate of time and one-half.

The Board further awards that "working foremen" shall be required to become members of the union.

By agreement of the parties this decision shall take effect as of the date of application, April 2, 1936.

HERMAN GEIST, IDEAL SPORTSWEAR MANUFACTURING COMPANY, HOMSI MANUFACTURING COMPANY, MAX SANDMAN, INC., ROSALIE BLOUSES, ADOLPH SINGBAND, THE MILLER COMPANY, SAID JOSEPH, DAVID STONE, FENWAY WAIST COMPANY, IRA SPORTSWEAR COMPANY, CHARLES WOLFSON, NATALIE DRESS COMPANY, TRI-CRAFT BLOUSE, SAM STRULEVITZ, M. HOMONOFF, WELL MADE GARMENT AND BELSON MANUFACTURING COMPANY—BOSTON

APRIL 29, 1936

In the matter of the joint application for arbitration of a controversy between Herman Geist, Ideal Sportswear Manufacturing Company, Homsi Manufacturing Company, Max Sandman, Inc., Rosalie Blouses, Adolph Singband, The Miller Company, Said Joseph, David Stone, Fenway Waist Company, Ira Sportswear Company, Charles Wolfson, Natalie Dress Company, Tri-Craft Blouse, Sam Strulevitz, M. Homoncff, Well Made Garment and Belson Manufacturing Company, blouse manufacturers, and employees. (27)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the above-named blouse manufacturers to their employees, for the work as there performed:

	Per Week of 40 Hours
Markers and pattern makers	$40.50
Machine cutters	32.40
Spreaders	23.40
Finishers	14.00
Cleaners and examiners	13.75
	Per Hour
Sample makers	$0.65
Operators	.375
Ironers	.35

Workers employed on a piece time basis; the price per piece shall be based to yield not less than the said hourly rates.

Learners; the rates applying to learners shall conform to the state minimum wage rates for this class of employees.

It is agreed that employees now working above the minimum herewith established are not to be reduced by reason of this decision.

This decision shall take effect as of May 11, 1936, and shall continue in full force and effect for one year from that date.

HARVARD SHOE COMPANY—BOSTON

APRIL 30, 1936

In the matter of the joint application for arbitration of a controversy between the Harvard Shoe Company of Boston and stitchers. (25)

The question submitted by the Harvard Shoe Company of Boston and stitchers is "Whether the firm has the right to make prices according to the hour rate on different machines for the same operation."

It appears from the evidence presented in this case that the work in question was originally timed by the company for pump stitchers, this particular shoe being of a sandal type. It also appears that the pump stitchers were not able to take care of this work as fast as the company required and a petition was made to the union for more pump stitchers, which they were unable to furnish, and this work was transferred from the pump stitchers to the fancy stitchers to relieve the congestion. The company then timed the fancy stitchers on the same shoe, as it had done for the pump stitchers.

The Board is of the opinion that the company was within its rights in so doing. It is the opinion of the Board, however, that as soon as the pump stitchers are able to take care of this work it should be immediately transferred from the fancy stitchers to the pump stitchers, for whom the work was originally intended.

The Board has purposely refrained from making a decision as to a general policy because of the fact that each particular case has its own peculiar conditions and should be handled separately.

PAUL WHITIN MANUFACTURING COMPANY—NORTHBRIDGE

MAY 13, 1936

In the matter of a controversy between the Paul Whitin Manufacturing Company of Northbridge, and employees, members of Local No. 2332 of the United Textile Workers of America. (38)

In connection with the agreement signed under date of March 7, 1936, by the Paul Whitin Manufacturing Company of Northbridge and employees, members of Local No.

2332 of the United Textile Workers of America, the following questions were submitted to the Board for determination, as agreed to under Article 7 of the agreement:

1. Question of learners receiving less than 32½¢ per hour in the cloth room.
2. Spinners claim more cleaning has been added on to them since they returned to work.
3. Decision on the loom cleaners, case of Edward Cournoyer, who left his employment with this company after a controversy with Mr. Deorsey.

The Board, after a hearing conducted in the town of Northbridge, makes the following decision regarding the three questions above referred to.

The agreement as entered into between the Paul Whitin Manufacturing Company of Northbridge and its employees, members of Local No. 2332 of the United Textile Workers of America, under date of March 7, 1936, specifically states under Article 5: "It is agreed that the minimum wage in this mill shall be $13 for a 40-hour week and that in any weeks in which less than 40 hours are worked the wage rate shall be proportional." A strict interpretation of this article would mean that learners come within the scope of this article and that the wage of $13 is the minimum wage for learners. However, the Board taking cognizance of the fact that the question of learners was not discussed at the time this agreement was arrived at, makes the following recommendation:

> Learners to receive not less than 75% of the minimum wage of $13, namely, $9.75 for forty hours' work for the first six consecutive weeks that they are employed. At the end of six weeks they are to receive not less than the minimum of $13. All learners are to be taken from Northbridge people when available.

In connection with the second issue presented relative to spinners doing cleaning, the Board makes no decision in view of the fact that this matter is now under investigation by experts.

In connection with the loom cleaners, the Board finds that this work was formerly done by an all around man and is now being done by the operators and constitutes an overload.

EASTERN SHOE MANUFACTURERS' ASSOCIATION—BOSTON

MAY 20, 1936

In the matter of the joint application for arbitration of a controversy between members of the Eastern Shoe Manufacturers' Association, of Boston, and cutters. (36)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by members of the Eastern Shoe Manufacturers' Association, at Boston, for the work as there performed:

	Per 36 Pairs	
Patterns:	Hand Cutting	Dinking
No. 121; quarter	$0.75	
Roxanne; vamp band		$0.36
Fiesta:		
Leather, split vamp	1.54	
Cloth, vamp	2.02	
Foxing (figured as quarter instead of foxing)	.63	
Darb; strap		.39
Piedmont; split vamp		.65
No. 156–85; quarter collar	.66	
Heel piece	.24	
Toe piece	.24	

HARRY KASHISHIAN SHOE COMPANY—CHELSEA

MAY 21, 1936

In the matter of the joint application for arbitration of a controversy between Harry Kashishian Shoe Company of Chelsea and cutters. (41)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Harry Kashishian Shoe Company to employees at Chelsea, for the work as there performed:

Pattern No. 675:	Per 36 Pairs
Cutting vamp	$0.55
Cutting quarter	.50

By agreement of the parties this decision will take effect as of the date of the inception of the work in question.

LORD TANNING COMPANY—WOBURN

MAY 22, 1936

In the matter of the joint application for arbitration of a controversy between the Lord Tanning Company of Woburn and employees. (17)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Lord Tanning Company at Woburn, for the work as there performed:

	Per 100	
Patent leather:	Sides	Kips
Hand staking	$1.00	$0.85
Machine staking	1.94	1.56
Shaving	2.40	1.80
Tacking:		
First way	4.38	3.60
Second way:		
When sorted into three sizes:		
Up to 15 feet		4.96
From 15 to 26 feet	5.83	
From 26 feet up	6.25	
When not sorted into three sizes (provided the measurement runs similar to that which this rate formerly applied to)	5.83	

By agreement of the parties this decision shall take effect as of February 8, 1936.

The Board determines that there has been no violation of the wage agreement.

J. P. O'CONNELL COMPANY, BOSTON SAND AND GRAVEL COMPANY, J. McNAMARA & COMPANY, WHITTEMORE COMPANY and the WATERTOWN BUILDERS' SUPPLY COMPANY

MAY 27, 1936

In the matter of the joint application for arbitration of a controversy between J. P. O'Connell Company, Boston Sand and Gravel Company, J. McNamara & Co., Whittemore Company and the Watertown Builders' Supply Company and employees, members of Local No. 379 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers. (31–35)

The Board awards that time and one-third shall be paid by the above-named companies for overtime and that the work day shall consist of eight hours between the hours of 7 A.M. and 5 P.M. from Monday to Friday, inclusive, and four hours on Saturday from 7 A.M. to 12 M.

This decision shall take effect as of May 1, 1936.

BENZ KID COMPANY—LYNN

MAY 27, 1936

In the matter of the joint application for arbitration of a controversy between the Benz Kid Company of Lynn and employees. (42)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by the Benz Kid Company at Lynn against the beam-house worker in question.

E. CUMMINGS LEATHER COMPANY—WOBURN

MAY 27, 1936

In the matter of the joint application for arbitration of a controversy between the E. Cummings Leather Company of Woburn and employees. (43)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by the E. Cummings Leather Company of Woburn against the trimmer in question.

AGOOS LEATHER COMPANY—LYNN

MAY 27, 1936

In the matter of the joint application for arbitration of a controversy between the Agoos Leather Company of Lynn and employees. (44)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by the Agoos Leather Company at Lynn against the beamster in question.

ATLANTIC BUILDING AND SUPPLY COMPANY, HUTCHINSON LUMBER COMPANY, J. P. LANGMAID & SONS, PITMAN & BROWN COMPANY, J. F. POPE & SON AND O. G. POOR LUMBER COMPANY

MAY 28, 1936

In the matter of the joint application for arbitration of a controversy between the Atlantic Building and Supply Company, Hutchinson Lumber Company (Lynn), J. P. Langmaid & Sons, Pitman & Brown Company (Salem), J. F. Pope & Son (Beverly) and O. G. Poor Lumber Company (Swampscott), and employees. (26)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards under the submission that the following is established as an agreement between the parties, to be effective as therein provided.

AGREEMENT entered into between ..... of ..... and the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers' Union, Local No. 42 of Lynn and Salem.

ARTICLE I

In the matter of new help preference shall be given to members of the Teamsters, Chauffeurs and Helpers' Union, Local No. 42 of Lynn and Salem.

ARTICLE II

The schedule of wages recognized by this agreement shall be as follows:

Chauffeurs:	Per Week
One ton or less	$27.00
Over one ton	29.00
Tallymen	29.00
Yard men or helpers	26.00

It is agreed that any man receiving a higher wage than stated in this agreement shall receive no reduction in wages by the signing of the same.

ARTICLE III

Forty hours shall constitute a week's work for yardmen and tallymen, and forty-four hours shall constitute a week's work for chauffeurs and helpers on trucks, and shall be worked between the hours of 7 A.M. and 5 P.M., the first five days of the week, Monday to Friday, inclusive, and on Saturday from 7 A.M. to 12 noon.

ARTICLE IV

When it is necessary to work over-time on account of conditions the employees shall receive time and one-half for such work. If it is at any time necessary to work on a Sunday or holiday, the men shall receive double time for that work.

ARTICLE V

The firm signing this agreement agrees to pay its employees for the following legal holidays: January 1, February 22, April 19, May 30, July 4, Labor Day, November 11, Thanksgiving Day and Christmas Day. Employees shall work three full days in the week to receive pay for the holiday and shall be available to work the other days.

ARTICLE VI

If the condition of business is such that not all employees can work full time, the employer agrees to arrange the work so that it will be divided among the employees equally, and according to their classification.

ARTICLE VII

A copy of this agreement shall be posted on the premises of each firm signing the same. This agreement is to be in effect from April 7, 1936, and remain in force until either party desires a change. When either party desires a change, a thirty-day notice shall be given.

CONGRESS TANNING CORPORATION—WOBURN

JUNE 9, 1936

In the matter of the joint application for arbitration of a controversy between the Congress Tanning Corporation, of Woburn, and tackers. (40)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Congress Tanning Corporation to employees at Woburn for the work as there performed:

Tacking:	Per 100
Up to 12 feet	$4.80
12 feet to 18 feet	5.75
18 feet to 26 feet	6.65

By agreement of the parties, this decision shall take effect as of May 11, 1936.

B. E. COX LEATHER COMPANY—PEABODY

JUNE 11, 1936

In the matter of the joint application for arbitration of a controversy between the B. E. Cox Leather Company of Peabody and employees. (48)

Having considered said application, heard the parties by their duly authorized representatives concerning the work in question, its character and the conditions under which it is performed, and having considered the agreement between the B. E. Cox Leather Company of Peabody and the National Leather Workers' Association, which specifies under Article 2 that "the manufacturer shall be the judge of the competency of his employees, actual and prospective," the Board is constrained to determine that this company is within its rights in laying off the wet wheeler in question.

SCHOLNICK SHOE COMPANY—BOSTON

JUNE 18, 1936

In the matter of the joint application for arbitration of a controversy between the Scholnik Shoe Company of Boston and stitchers. (28)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the cut-out in question on the pattern New Juno, in the factory of the Scholnick Shoe Company at Boston, is one eight-point cut-out.

BENZ KID COMPANY—LYNN

JUNE 19, 1936

In the matter of the joint application for arbitration of a controversy between the Benz Kid Company of Lynn and employees. (49)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards, under Article 15 of the agreement signed by the Benz Kid Company of Lynn and the National Leather Workers' Association, which follows, that Stanley Soroka is not eligible for employment by the Benz Kid Company at Lynn under this contract:

> "Article 15. The manufacturer agrees not to employ any person or persons who were hired at any time during a labor controversy, where members of the National Leather Workers' Association were on strike, except such person or persons who were employed during the term of the previous agreement which expired January 1, 1936, and those exercising duties of superintendence."

BEGGS & COBB, INC.—WINCHESTER

JUNE 19, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (50)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the rates for toggling splits now in effect in the tannery of Beggs & Cobb, Inc., at Winchester, shall continue in effect for sixty days from this date, after which time the Board will hold a hearing and make an investigation to ascertain if such rates are equitable.

LOU-MAC SHOE COMPANY—CHELSEA

JUNE 24, 1936

In the matter of the joint application for arbitration of a controversy between the Lou-Mac Shoe Company of Chelsea and stitchers. (45–47)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Lou-Mac Shoe Company at Chelsea, for the work as there performed:

	Per 36 Pairs
Two-strap quarter:	
Stitching French cord, top of quarter	$0.26
Pressing French cord, top of quarter	.28
Pump-stitching quarter, held on, and holding in lining strap; no points on straps	.97
Separate straps:	
Pump-stitching straps, no points on ends; four to a pair, held on	.31
Sally vamp:	
Stitching French cord	.27
Pressing French cord	.29
Pump-stitching vamp, cemented on	.35

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

D. GREEN & SONS, INC.—FALL RIVER

JUNE 29, 1936

In the matter of the joint application for arbitration of a controversy between D. Green & Sons, Inc., of Fall River, and employees. (39)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination has been exercised by D. Green & Sons, Inc., at Fall River, in the matter of the re-employment of the employees in question.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

JUNE 29, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (55)

Having considered said application, heard the parties by their duly authorized representatives concerning the work in question, its character and the conditions under which it is performed, and considered Article 7 of the agreement between Winslow Brothers & Smith Company and the National Leather Workers' Association of March 26, 1936, which specifically states that the manufacturer shall not require the employees to work on Sundays but if it becomes necessary for them to work on Sundays they shall be paid at the rate of time and one-third; the Board finds that the company is in violation of said Article 7 of the agreement and orders that such Sunday work, when performed shall be paid for at the rate of time and one-third.

This decision is to take effect as of June 15, 1936.

L. H. HAMEL LEATHER COMPANY—HAVERHILL

JULY 2, 1936

In the matter of the controvercy between the L. H. Hamel Leather Company of Haverhill and employees. (56)

Having considered said controversy and heard the parties by their duly authorized representatives, the Board determines, as to the first question, that the allegation of discrimination against former employees of the L. H. Hamel Leather Company at Haverhill should be the subject of arbitration by this Board.

After hearing the parties further and examining the evidence submitted, the Board is constrained to find that no discrimination was exercised by the company.

BAY STATE MANUFACTURING COMPANY—BOSTON

JULY 10, 1936

In the matter of the joint application for arbitration of a controversy between the Bay State Manufacturing Company of Boston and employees. (52)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board orders that Beatrice Hoffman be reinstated in employment by the Bay State Manufacturing Company.

SCHOLNICK SHOE COMPANY—BOSTON

JULY 10, 1936

In the matter of the joint application for arbitration of a controversy between the Scholnick Shoe Company of Boston and treers. (53)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the price for treeing on the so-called "Vo-buck" shall be the price paid for suede.

SCHOLNICK SHOE COMPANY—BOSTON

JULY 14, 1936

In the matter of the joint application for arbitration of a controversy between the Scholnick Shoe Company of Boston and cutters. (51)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the leather in question is a split.

The Board further awards that the Gaucho pattern is a vamp lining collar.

KORN LEATHER COMPANY—PEABODY
SUPPLEMENTAL DECISION

JULY 16, 1936

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and buffers. (24)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under

which it is performed, the Board awards $25 per week shall be paid by the Korn Leather Company at Peabody for operating the large buffing machine (54 inches wide).

PORTER JAPANNING COMPANY—WOBURN

JULY 16, 1936

In the matter of the joint application for arbitration of a controversy between the Porter Japanning Company of Woburn and daubers. (58)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the man in question shall be restored to his rating as the ninth dauber by the Porter Japanning Company at Woburn.

M. SHARAF COMPANY—BOSTON

JULY 20, 1936

In the matter of the joint application for arbitration of a controversy between M. Sharaf Company of Boston and employees. (59)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds that the work has not been equally divided and orders M. Sharaf Company to make such arrangements as will insure an equitable distribution of the work in the future. The Board finds no discrimination in the case of Louise Puleo.

M. SHARAF COMPANY—BOSTON

JULY 20, 1936

In the matter of the joint application for arbitration of a controversy between M. Sharaf Company of Boston and employees. (60)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds that while a reduction in pay was given to Mr. Philip Roberts by M. Sharaf Company of Boston, it also finds that the supervisory work formerly done by Mr. Philip Roberts was taken away from him and he was put back on the regular work as a cutter. In view of the fact that Mr. Roberts is now receiving the standard rate of pay for cutters, the Board finds no discrimination in this case.

The Board also finds that the work has not been equally distributed in the case of the above-named employee and orders that this concern comply with the provision calling for equal distribution of work.

LORD TANNING COMPANY—WOBURN

JULY 30, 1936

In the matter of the joint application for arbitration of a controversy between the Lord Tanning Company, of Woburn, and beamhouse lumpers. (61)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds that the Lord Tanning Company of Woburn has discriminated against the employee in question.

NOBBY SHOE MANUFACTURING COMPANY—CHELSEA

AUGUST 7, 1936

In the matter of the joint application for arbitration of a controversy between the Nobby Shoe Manufacturing Company, of Chelsea, and pump stitchers. (63)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Nobby Shoe Manufacturing Company to employees at Chelsea, for the work as there performed:

	Per 36 Pair
Pump Stitching:	
Pattern No. 475	$1.18
Pattern No. 465	.77
Pattern No. 470	.99
Stay in heel, extra.	

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

BEGGS & COBB, INC.—WINCHESTER

AUGUST 17, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and buffers. (64)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under

which it is performed, and after two lengthy hearings in the matter of the eighteen buffers employed by Beggs & Cobb, Inc., at Winchester, the Board is of the opinion that while Article 2 specifically grants to the employer the right to be the judge of the competency of its own help, yet the Board finds that in this particular instance where a machine displaced the work formerly done by these operators that the policy of seniority, which has been recognized over a period of years by this company, should have been maintained and that the oldest men in the point of years of service in that occupation should have been given a trial to demonstrate whether or not they were capable of operating that machine to the satisfaction of the company. The Board, therefore, finds that Beggs & Cobb, Inc., did discriminate inasmuch as it did not give these older employees the opportunity which the Board feels they should have had to qualify as operators of this machine. The Board orders that such trial be given to these men on the basis of seniority.

By agreement of the parties, this decision shall take effect as of the date of the hearing

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

AUGUST 17, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company, of Norwood, and employees. (68)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds that according to the evidence given, Article 15 of the agreement existing between Winslow Brothers & Smith Company and the National Leather Workers' Association was not lived up to by the company in so far as the men in question are not students learning the business of tanning. The Board is of the opinion that a medical student or a law student does not come within the scope of the understanding of the word "student" in this agreement. The Board further finds that anybody employed as a student, unless they comply with this section, shall be subject to the conditions of the agreement.

BEGGS & COBB, INC.—WINCHESTER

AUGUST 17, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and buffers. (71)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, which application is correlative to the application numbered 64, the Board feels that the decision rendered in that case covers the issues outlined in this application.

By agreement of the parties this decision shall take effect as of August 3, 1936.

BEGGS & COBB, INC.—WINCHESTER

AUGUST 19, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and employees. (50)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Beggs & Cobb, Inc., at Winchester, for the work as there performed:

Toggling splits:	Per 100
All sides, measuring 50 feet or under	$1.20
All sides, measuring from 50 to 100 feet	1.90
All sides, measuring over 100 feet	3.00
Whole kips, 110 feet or under	1.70
Whole kips, over 110 feet	2.75

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

AUGUST 29, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company and employee. (72)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that John Kondra, being temporarily employed in the absence of the regular engineer who is ill, is not entitled to the regular engineer's pay.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

AUGUST 29, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company and employees. (73)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that in view of the fact that the employee in question, John Tavone, has been given employment as a tacker and his compensation will thus be increased, the Board finds, therefore, no justification for an increase in wages for this man on the job of lumping in the tacking department.

HARRY KASHISHIAN SHOE MANUFACTURING COMPANY—CHELSEA

SEPTEMBER 2, 1936

In the matter of the joint application for arbitration of a controversy between Harry Kashishian Shoe Manufacturing Company and employees. (66)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the petition of the Harry Kashishian Shoe Manufacturing Company for a 10% wage reduction on existing wage schedules is hereby denied.

DARTMOUTH SHOE COMPANY—BOSTON

SEPTEMBER 8, 1936

In the matter of the joint application for arbitration of a controversy between Dartmouth Shoe Company and employees working as conveying operators on grey suede. (77)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employees on the conveying machines are not entitled to extra on the leather in question.

SMITH MANUFACTURING COMPANY—LYNN

SEPTEMBER 8, 1936

In the matter of the joint application for arbitration of a controversy between Smith Manufacturing Company and employee. (81)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that no discrimination exists against Dora Perry because of Union activity.

BOSTON BLOUSE MANUFACTURING COMPANY—BOSTON

SEPTEMBER 8, 1936

In the matter of the joint application for arbitration of a controversy between Boston Blouse Manufacturing Company and employees. (83)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds a violation of the decision of the State Board of Conciliation and Arbitration regarding the minimum wage rate for blouse makers because of the fact that all new employees of this Company, whether experienced or learners, are being classified as learners, which is not the intent and purpose of the Board's decision of May 8th.

CONGRESS TANNING CORPORATION—WOBURN

SEPTEMBER 9, 1936.

In the matter of the joint application for arbitration of a controversy between Congress Tanning Corporation of Woburn and employees. (78)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards in the matter of the staker involved that there was no discrimination on the part of the Company.

LORD TANNING COMPANY, MURRAY LEATHER COMPANY, CONGRESS TANNING CORPORATION, C. S. HARRINGTON & COMPANY, E. CUMMINGS LEATHER COMPANY, JOHN J. RILEY COMPANY AND BEGGS & COBB, INC.

SEPTEMBER 10, 1936

In the matter of the joint application for arbitration of a controversy between the Lord Tanning Company, Murray Leather Company, Congress Tanning Corp., C. S. Harrington & Co., E. Cummings Leather Company, John J. Riley Company and Beggs & Cobb, Inc., and employees. (62)

Having considered said application, heard the parties by their duly authorized repre-

sentatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the existing time rates as now in effect.

BEGGS & COBB, INC.—WINCHESTER

SEPTEMBER 10, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb Inc., of Winchester and employee. (79)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the compensation being received by the said employee, John Doherty, is reasonable and does not affect in any way the minimum wage requirements.

BEGGS & COBB, INC.—WINCHESTER

SEPTEMBER 15, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb Inc., of Winchester, and trimmers. (76)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the trimmer in question (McKenna) shall be reinstated in employment by Beggs & Cobb, Inc., at Winchester. The Board finds that Beggs & Cobb, Inc., were lax inasmuch as they did not immediately call the shortage of the leather to the attention of the shop steward previous to moving the leather downstairs.

SCHOLNICK SHOE COMPANY—BOSTON

SEPTEMBER 24, 1936

In the matter of the joint application for arbitration of a controversy between the Scholnick Shoe Company, of Boston, and stitchers. (67)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Scholnick Shoe Company at Boston, for the work as there performed:

Venice Pattern:	
Pump stitching tongue filler:	Per 36 Pair
Points	No extra
Pipe condition	No extra
Oberon Pattern:	
Fancy stitching, without marks	No extra
(It is understood that every line should be marked for fancy stitching)	
Swagger Pattern:	
Eyeletting:	
Top of closed pump	$0.19
Closed condition	extra .03
Tongue	.09
Front of closed pumps, including closed condition	.185
Theda Pattern:	Per 36 Pair
Eyeletting vamp, including closed condition	$0.13

By agreement of the parties, this decision shall take effect as of the date of the inception of the work.

JOHN McCARTHY & SONS—PEABODY

SEPTEMBER 24, 1936

In the matter of the joint application for arbitration of a controversy between John McCarthy & Sons, of Peabody, and seasoners. (89)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the piece work price now paid to women seasoners in the employ of John McCarthy & Sons at Peabody is correct, for the work as there performed.

BEGGS & COBB, INC.—WINCHESTER

SEPTEMBER 24, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., and employees. (91)

Having considered said application and after a final hearing of the parties by their duly authorized representatives concerning the work in question, its character, and the

conditions under which it is performed, the Board finds no discrimination on the part of Beggs & Cobb, Inc., at Winchester, against one Bill Douvris.

M. SHARAF COMPANY—BOSTON

SEPTEMBER 24, 1936

In the matter of application of M. Sharaf Company and employees. (97)

The Board finds no evidence in the payroll figures submitted by M. Sharaf Company that equal distribution of work is being complied with, inasmuch as one cutter received two weeks and two days; one, ten days; one, eight days; and three of them, five days each from July 20 to August 28.

The Board must again insist that M. Sharaf Company comply with the decision of this Board as rendered and see to it that equal distribution of work is complied with.

M. SHARAF COMPANY—BOSTON

SEPTEMBER 24, 1936

In the matter of application of M. Sharaf Company and employees. (98)

The Board finds no discrimination in the matter of the employment of Katherine Puleo and Louise Puleo, employees of M. Sharaf Company.

GOLD SEAL SHOE CORPORATION—LYNN

SEPTEMBER 29, 1936

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Lynn and block dinkers. (84)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Gold Seal Shoe Corporation at Lynn, for the work as there performed:

Dinkers:

Vamp front:	Per 36 Pair
Stroller Pattern, 2 pieces to a pair	$0.09
Roxie and Lady Baltmor Patterns, 4 pieces to a pair . . .	.27

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

PAIRPOINT CORPORATION—NEW BEDFORD

SEPTEMBER 30, 1936

In the matter of the Pairpoint Corporation of New Bedford and employees in the paper box, paper mill, maintenance and cone shops.

Under an agreement entered into under date of May 8, 1936, between the Pairpoint Corporation of New Bedford and its employees, as applying to the paper box, paper mill, maintenance and cone shops, it was mutually agreed, under Section 5 and 6 of that agreement, as follows:

Section 5. At the termination of the three months period it is understood that the Board shall investigate the financial condition of the company as of that date and if it shall be proven to the satisfaction of the State Board after investigation that the company has made no substantial progress it is agreed that the Board shall order employees to work for a period of the three following months on a basis of 45 hours a week, with an adjustment in the hourly rate that will equal the same pay as now received for 40 hours.

Section 6. At the termination of this six months trial period, the Board with the evidence before it shall determine the hours of labor that employees shall work in this particular factory.

Pursuant to this agreement the Board, under date of September 3, 1936, submitted the books of the corporation to an audit conducted by a public accountant and upon the completion of that audit the Board finds that the corporation has made no substantial progress during the three months period, as covered by the agreement and the audit and accordingly orders the employees affected thereby to work for the three months' period following the next payroll week on a basis of 45 hours a week, with an adjustment in the hourly rate that will equal the same pay as now received for 40 hours. At the termination of the next three months' period, the Board, with the evidence before it, shall determine the hours of labor that the above employees shall work in this particular factory.

CONSOLIDATED MOTOR LINES, INC., BYROLLY TRANSPORTATION COMPANY, SEABOARD FREIGHT LINES, INC., AND ADLEY EXPRESS COMPANY, INC.

OCTOBER 1, 1936

In the matter of the joint application for arbitration of a controversy between Consolidated Motor Lines, Inc., Byrolly Transportation Co., Seaboard Freight Lines, Inc., and Adley Express Co., Inc., and truck drivers, helpers and platform employees. (74)

Having considered said application and heard the parties by their duly authorized

representatives concerning the work in question, its character, and the conditions under which it is performed, the Board makes the following award, to govern the hours of work, wages and working conditions of truck drivers, freight handlers and allied employees in the employ of the above-named companies:

Section 1. All men employed and covered by this agreement shall be members in good standing of Chauffeurs, Teamsters & Helpers Local Union No. 404, and the Local Union may appoint one of its members to act as steward in the plant of the employer.

When additional workers are required, the Local Union shall be called upon to supply men competent in the craft and acceptable to the employer.

Section 2. Forty-eight hours shall constitute the normal week's work and except for proper allowance for meal time shall be so arranged that a man's working hours will not be split in any one day. In the event that staggering is necessary, the employer may stagger a man's hours to the extent of eight hours in any consecutive twelve hours. If the number of hours worked by such employee is less than eight hours in a twelve hour period, then he shall be paid for the time worked at one and one-half times the regular rate, provided that the total shall not exceed the total of eight hours at the regular rate.

All time worked in excess of forty-eight hours and up to and including fifty-four hours shall be paid for as overtime at the normal rate.

All time worked in excess of fifty-four hours in any one week shall be paid for as overtime at one and one-half times the normal rate.

All time worked on Sundays or holidays shall be paid for at one and one-half times the normal rate, except in the case of an employee on night work whose regular work period begins on a Sunday or holiday evening or ends on a Sunday or holiday morning. The holidays to be so paid for shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

All time required to be spent by an employee doing local work as hereinafter described or in charge of a truck or other vehicle, whether engaged in driving or other work or dead-heading or waiting for repairs or waiting for loading or unloading of trucks or other vehicles shall be considered working time and so paid for.

All time required to be spent by an employee engaged in dead-heading on road work as herein described shall be paid for at one-half the normal rate.

The hours of an employee on road work as hereinafter described shall be so arranged that he may arrive at his home terminal at the end of a week or on a holiday, unless he is to perform Sunday or holiday work as provided hereinbefore.

An employee held over at a terminal or destination away from home and not put to work after the usual period off duty shall be paid $3.50 for each period of not more than twenty-four hours so held over.

Section 3. The wages to be paid shall be not less than the following schedules:

Drivers on local work, whose work is of a daily nature and who shall return to their homes or originating terminals daily, 60¢ per hour.

Drivers on road work, or such work as requires them to operate outside a radius of 75 miles from their home terminals, or requires them to sleep away from home, 75¢ per hour.

Helpers, platform men, freight handlers and general garage or terminal employees, 50¢ per hour.

Extra or spare employees shall be paid at the same rates per hour as regular employees, except that any employee working less than five hours in any one day shall be paid for all time worked at one and one-half times the normal rate, but not to exceed the normal five hours' pay.

An employee required to sleep away from home shall be provided with a suitable place in which to sleep.

Wages now being paid in excess of this schedule shall not be reduced because of this agreement.

Section 4. No employee shall be required to pay for loss of or damage to freight or equipment unless such loss or damage shall have been directly caused by his willful negligence or improper act.

No employee shall be required to operate or work upon a vehicle which is defective in condition or equipment, or which is overloaded, or to operate on an excessive speed schedule, or to operate without sufficient rest or in violation of any law or ordinance.

Section 5. When the condition of business is such that all men cannot work full time, preference shall be given to men older in service as nearly as possible.

Section 6. If an employee is dismissed from service for doubtful cause, he shall have a fair and impartial hearing, at which he may be present with a representative, and if found not guilty he shall be reinstated and paid for time lost.

Should any difference arise between the parties hereto which is not covered by the terms of this agreement and which cannot be adjusted by direct negotiation, it

shall be submitted to the Massachusetts State Board of Conciliation and Arbitration, their decision to be final and binding.

Section 7. Said decision shall for six months be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the Board of his intention not be bound thereby.

A copy of this decision shall be posted in the plant of the employer in a place accessible to the employees affected.

T. J. O'SHEA LEATHER COMPANY—PEABODY

October 1, 1936

In the matter of the joint application for arbitration of a controversy between T. J. O'Shea Leather Company of Peabody, and employees. (101)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board finds that the employer was within his rights in discharging the employee in question.

UNION STREET RAILWAY COMPANY—NEW BEDFORD

October 5, 1936

In the matter of the orbitration of Section 4 and Paragraph 4 of Section 7 of the agreement to be entered into between the Union Street Railway Company and Division 1037 of the Amalgamated Association of Street and Electric Railway and Motor Coach Employees of America, which read as follows:

Section 4. In the making up of all schedules, the basis of a day's work for trolley and motor coach operators shall be eight hours to be completed within ten consecutive hours. At least seventy per cent of all runs shall be straight runs, the remainder to have one break of not more than one hour.

When trolley and motor coach operators have lost time through vacation or otherwise they shall not be allowed to work beyond their forty-eight hours in any one week.

Paragraph 4, Section 7. All opertors shall be given the right to qualify as bus operators. A day's work for all extra men shall be eight hours to be completed within fourteen consecutive hours, the outside time of fourteen hours to include the starting time of his first report.

All operators qualified and who have operated a bus for one year or more shall have the right to qualify on the Fall River line and select their run according to seniority.

All operators qualified on the New Bedford-Providence lines shall be allowed to choose according to their seniority.

After a hearing held before this Board under date of September 25, 1936, and after investigation, the Board finds that Section 4 of the agreement shall read as follows:

Section 4. In the making up of all schedules, the basis of a day's work for trolley and motor coach operators shall be eight hours to be completed within eleven consecutive hours. At least sixty per cent of all runs shall be straight runs, the remainder to have one break of not more than two hours.

When trolley and motor coach operators have lost time through vacation or otherwise they shall not be allowed to work beyond their forty-eight hours in any one week.

Paragraph 4, Section 7, shall read as follows:

Paragraph 4, Section 7. All operators shall be given the right to qualify as bus operators. A day's work for all extra men shall be eight hours to be completed within fourteen consecutive hours, the outside time of fourteen hours to include the starting time of his first report.

All operators qualified and who have operated a bus for one year or more shall have the right to qualify on the Fall River line and select their run according to seniority.

All operators qualified on New Bedford-Providence lines shall be allowed to choose their runs according to their seniority.

This decision shall take effect from the date of the signing of the agreement by both parties.

MONARCH SHOE COMPANY—CHELSEA

October 6, 1936

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Chelsea and Glass Fold Pressers. (82)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that sixty-two cents per thirty-six pair shall be

paid by the Monarch Shoe Company at Chelsea for Glass Fold Pressing Saddles, Pattern No. 154, no cementing or lapping included, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

BEGGS & COBB, INC.—WINCHESTER

October 15, 1936.

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and employees. (103)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that a fair day-work rate on finishing machine shall be $24.00 a week.

HUNT-RANKIN COMPANY—PEABODY

October 19, 1936

In the matter of the joint application for arbitration of a controversy between Hunt-Rankin Company of Peabody and buffers. (88)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Hunt-Rankin Company for the work as there performed:

Bucko Suede:	Per Dozen
4 to 7 feet	$0.20
7 to 9 feet	0.24
9 to 12 feet	0.27
12 to 16 feet	0.35

By agreement of the parties this decision shall take effect as of September 22, 1936.

AMDUR LEATHER COMPANY—DANVERS

October 20, 1936

In the matter of the joint application for arbitration of a controversy between Amdur Leather Company of Danvers and Employees. (108)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board orders that Constantine Kouras be reinstated by the Amdur Leather Company, and in the matter of Antone Wilso and Herman Leder the Board finds no discrimination.

NOBBY SHOE COMPANY—CHELSEA

October 22, 1936

In the matter of the joint application for arbitration of a controversy between the Nobby Shoe Company, of Chelsea, and fancy stitchers. (90)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Nobby Shoe Company at Chelsea, for the work as there performed:

Fancy stitching Pattern No. 505:	Per 36 Pair
Stitching bars	$0.70
Stitching tongues	.36

By agreement of the parties, this decision shall take effect as of the date of the inception of the new work.

KORN LEATHER COMPANY—PEABODY

October 28, 1936

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company, of Peabody, and employees. (80)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards the following prices and conditions in the factory of the Korn Leather Company at Peabody, for the work as there performed:

Sizing:	
Splits:	
CY	Up to 5 feet
R	5 to 8 feet
D	8 feet and up
O Kips	Up to 8 feet
LM Kips	8 feet and up
Side leather:	
Kip sides	Up to 15 feet
Regulars	12 to 22 feet
Large sides	22 feet and up

In order that this sizing may be strictly ahhered to, it is recommended that sizing boards or similar devices be provided in the plant wherever necessary in order that ready reference may be had to them in case of disputes as to size.

Shaving:	Per 100
Large machines:	
CY	$0.44
R	.58
D	1.04
O Kips	.81
LM Kips	1.22
Side leather:	
Up to 15 feet	2.06
15 to 22 feet	2.70
Over 22 feet	3.15
Small machines:	
CY	.68
R	.91
D	1.43
O Kips	1.14
LM Kips	1.79
Main cellar pickle trimmers on pickle bottoms	.22
Flesh trimmers	.61
Pickle splitters:	
Blue splits:	
CY, R, D	.40
O Kips	.45
Pickle splits:	
CY	.35
R	.45
D	.50
O Kips	.75

The rate of $1 per 100 on large kips where three men are working on them has already been put into effect.

Dry Mill:	
Heads, CY, R	.12
D. all kips	.17
Hanging up:	
Grain sides	.35
Splits	.25
Stakers:	
First way:	
Kip sides	1.85
Regular sides	2.65
Large sides	3.40
Finish:	
Kip sides	1.00
Regular sides	1.22
Large sides	1.52
Toggling:	
Splits:	
CY	1.10
R	1.70
D	2.75
O Kips	1.65
LM Kips	2.60
Side leather:	
Dry sides, up to 15 feet	4.96
Over 15 feet	6.26

The arrangement now in effect in this tannery designates spacing of toggles four inches apart on side leather and six inches apart on splits. The manufacturer is willing to forego this strict spacing of toggles provided the work in all cases is done in a satisfactory manner and in conformity with the same type of work as performed in similar tanneries in this district.

	Per 100
Pickle trimming:	
Kips	$0.45
D and all others	.33

Fixer of staking machine on splits:

A demand was made that work be divided equally with the oldest man on the job and satisfactory adjustment has been made between the parties.

Wringer on heads	.25
Sorter on splits in shipping room, no change	$20.00 per week
Adding machine, no change	20.00 per week

GOLD SEAL SHOE CORPORATION—LYNN

October 28, 1936

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation, of Lynn, and edgemakers. (85)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no extra paid to edgesetters by the Gold Seal Shoe Corporation at Lynn for using stains other than natural for staining shanks on the following leathers: staining or blacking shanks on Western, gray suede using black stain; Cynthia, gray cloth using black stain; Cynthia, beige cloth using brown stain; and all shoes of a similar nature, for the work as there performed.

DARTMOUTH SHOE COMPANY—BOSTON

October 28, 1936

In the matter of the joint application for arbitration of a controversy between Dartmouth Shoe Company of Boston and pump stitchers. (86)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Dartmouth Shoe Company to pump stitchers for the work as there performed:

	Per 36 Pairs
Pattern 140 Closed condition tongue shoe	$1.14—$4.00 grade
Pattern 138 Closed condition tongue shoe	1.23—$4.00 grade
Pattern 137 Closed condition two-gore shoe	1.47—$4.00 grade

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

A FREEDMAN & SONS, INC.—NEW BEDFORD

October 28, 1936

In the matter of the application of A. Freedman & Sons, Inc., of New Bedford. (100)

This application, made to the Board under the General Laws, Chapter 150, requests the Board to determine whether the business of A. Freedman & Sons, Inc., is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner and remonstrants, the Board determines that the business of manufacturing shoes is being carried on by A. Freedman & Sons, Inc., at New Bedford in the normal and usual manner and to the normal and usual extent.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

October 28, 1936

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company, of Haverhill, and dieing out operators. (106)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Herbert Holtz Shoe Company at Haverhill, for the work as there performed:

	Per Dozen
Pattern No. 164	
Dieing out eyelet holes	$0.03
Pattern No. 155:	
Dieing out lacing holes	.03

By agreement of the parties, this decision shall take effect as of the date of starting the operations in question.

SAMUEL TARLOW EMBOSSING COMPANY—PEABODY

OCTOBER 28, 1936

In the matter of the joint application for arbitration of a controversy between Samuel Tarlow Embossing Company of Peabody and feeders on embossing machines. (111)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that in the matter of the fireman employed by the Samuel Tarlow Embossing Company, the Company is within its rights in its manner of employment of said fireman under the present conditions.

MONARCH SHOE COMPANY—CHELSEA

OCTOBER 29, 1936

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company, of Chelsea, and stitchers. (105)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Monarch Shoe Company at Chelsea, for the work as there performed:

Pattern Nos. 156 and 0156:	Per 36 Pair
Fancy stitching imitation lines on pointed saddles	$1.26
Stitching pointed saddles on vamps, held on	.64
Fancy stitching quarters, pointed lines on sides	.82
Fancy stitching quarters, top and side, imitation stitching	.34

Stitching straight saddles on vamps, no change.

Pump stitching quarters, no change.

By agreement of the parties this decision shall take effect as of the date of the inception of the new work.

MURRAY LEATHER COMPANY—WOBURN

OCTOBER 29, 1936

In the matter of the joint application for arbitration of a controversy between Murray Leather Company of Woburn and feeder on Splitting Machine. (110)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there is no discrimination in the matter of the discharge of Manuel Gonsalves.

LION SHOE COMPANY—LYNN

NOVEMBER 4, 1936

In the matter of the application of the Lion Shoe Company of Lynn. (69)

This application, made to the Board under the General Laws, Chapter 150, requests the Board to determine whether the business of the Lion Shoe Company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner and remonstrants, the Board determines that the business of manufacturing shoes is being carried on by the Lion Shoe Company at Lynn in the normal and usual manner and to the normal and usual extent.

J. J. RILEY LEATHER COMPANY—WOBURN

NOVEMBER 4, 1936

In the matter of the joint application for arbitration of a controversy between J. J. Riley Leather Company of Woburn and shavers. (112)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that there shall be no change of prices now in effect on shaving of splits in the J. J. Riley Leather Company of Woburn.

PILOT SHOE COMPANY—CHELSEA

NOVEMBER 6, 1936

In the matter of the joint application for arbitration of a controversy between Pilot Shoe Company of Chelsea and fancy stitchers. (107)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that $2.77 shall be the price to be paid on Pattern Margo, for fancy stitching vamp complete, strap and

hart held on, tip and saddles cemented, imitation lines stitched without a mark, including fixing of ends of saddles, eight to a pair. Extra has been paid to take care of this operation.

By agreement of the parties this decision shall take effect as of the date of the inception of the new work.

RICHARD YOUNG COMPANY—PEABODY

NOVEMBER 12, 1936

In the matter of the joint application for arbitration of a controversy between Richard Young Company of Peabody and buffers. (104)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the proper price to be paid for buffing shall be $0.15 per dozen.

This decision shall be retroactive as of November 9, 1936.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

NOVEMBER 12, 1936

In the matter of the joint application for arbitration of a controversy between Winslow Bros. & Smith Company of Norwood and brakeman on the locomotive engine. (115)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the brakeman on the locomotive engine is entitled to the same compensation as the engineer in view of the responsibility assumed by the brakeman, namely $29.77 per week.

This decision shall take effect as of October 16, 1936.

PHILIPS SHOE MANUFACTURING COMPANY—HAVERHILL

NOVEMBER 20, 1936

In the matter of the joint application for arbitration of a controversy between Philips Shoe Manufacturing Company of Haverhill and employees. (65)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no changes in the present price lists now in effect in the Philips Shoe Mfg. Company.

SLATTERY BROTHERS—SALEM

NOVEMBER 20, 1936

In the matter of the joint applicat ion for arbitration of a controversy between Slattery Brothers of Salem and a lumper in their employ. (119)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the employee in question has no claim on his original rating in the employ of Slattery Brothers.

KIRSTEIN LEATHER COMPANY—PEABODY

NOVEMBER 20, 1936

In the matter of the joint application for arbitration of a controversy between Kirstein Leather Company of Peabody and a marker in their employ. (120)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the manufacturer was not within his rights in discharging Julia Scangos and orders her reinstatement.

MONARCH SHOE COMPANY—CHELSEA

NOVEMBER 25, 1936

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Chelsea and stitchers. (114)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Monarch Shoe Company to employees at Chelsea for the work as there performed:

	Per 36 Pair
Pattern No. 157:	
Fancy stitching tip	$0.93
Pattern No. 160:	
Stitching collar on top of quarter	0.55
Pump stitching quarters	1.06
Pattern No. 161:	
Stitching imitation row on tip	.10
Pattern No. 163:	
Stitching imitation row on top of quarter	.15
Pattern No. 158:	
Lopping tabs	.33

By agreement of the parties this decision shall take effect as of the date of the inception of the new work.

BEGGS & COBB, INC.—WINCHESTER

NOVEMBER 25, 1936

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and finishers. (117)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by Beggs & Cobb, Inc., to employees at Winchester, for the work as there performed:

	Per 100 Sides
Finishing machine operators and swabbers:	
Kips	$0.16
Acme	.18
Beco	.20
Hangers-up, all sizes	.14

HOLDER COAL COMPANY, LAMPER COAL COMPANY, MORAN FUEL COMPANY, REED & COSTELLO, SCANLON COAL COMPANY, SPRAGUE, BREED, STEVENS & NEWHALL AND PICKERING COAL COMPANY—LYNN

NOVEMBER 30, 1936

In the matter of the joint application for arbitration of a controversy between the Holder Coal Company, Lamper Coal Company, Moran Fuel Company, Reed & Costello, Scanlon Coal Company, Sprague, Breed, Stevens & Newhall and Pickering Coal Company, of Lynn, and employees. (109)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards under the submission that the following is established as an agreement between the parties, to be effective as therein provided.

AGREEMENT entered into this twenty-second day of October, 1936, between .....of Lynn, hereinafter called the Company, and Teamsters', Chauffeurs', and Helpers' Local No. 42 of Lynn, Salem and vicinity.

ARTICLE I

The Company signing this agreement agrees that all men employed and covered by this agreement shall be members of Local No. 42 of Lynn, Salem and vicinity. It is agreed that no employee shall be eligible to work after the fifteenth of any month unless they have paid their dues for that month. It is further agreed that when hiring extra help the same shall be members of the Local. The Local shall, if it desires, have a representative to act as steward at each firm's place of business.

ARTICLE II

The hours of labor of chauffeurs, wharfmen and helpers, and one-horse drivers and all handling solid fuel, shall be as follows:

A. From May 1 to August 31, 1937, forty hours shall constitute a week's work, on a basis of eight hours per day, between 7.30 A.M. and 5 P.M., from Monday to Friday, inclusive.

B. During the months of October, November and December, 1936, and March, April and September, 1937, forty-four hours shall constitute a week's work on the basis of eight hours per day between 7.30 A.M. and 5 P.M., from Monday to Friday, inclusive, and four hours on Saturday, between 7.30 A.M and noon, except that when work is required by the Company Saturday afternoon during the months of December, 1936, and March, 1937, the men in the employ of the Company shall work on the basis of time and one-half from noon until 5 P.M.

C. During the period from January 1 to February 28, 1937, inclusive, forty-eight hours shall constitute a week's work on the basis of eight hours per day between 7.30 A.M. and 5 P.M., from Monday until Saturday, inclusive.

D. All hours worked in excess of the hours above (except Sundays and holidays) shall be paid for at the rate of time and one-half.

Employees shall be allowed one hour each day for dinner as near 12 o'clock noon as possible.

The Company may start out trucks at any time between 7.30 A.M. and 8 A.M., but shall notify employees at least the day before of any change in starting time.

E. The following wage rates are to be in effect:

Chauffeurs	$30.80 per week
Wharfmen and Helpers	27.50 per week
One-horse drivers	27.50 per week

While hauling trailers, chauffeurs shall be paid at the rate of $3.00 per week additional.

Employees while driving trucks on wharves or in yards shall be paid the regular chauffeur's wages.

ARTICLE III

The hours of labor and wages of oil truck drivers shall be as follows:

A. Forty hours shall constitute a week's work and may be worked as follows:

B. Between the hours of 7.30 A.M. and 6 P.M., for any five eight-hour days or for any four ten-hour days, from Monday to Saturday, inclusive.

C. Range oil shifts may be worked from Monday to Saturday, inclusive:

Shift 1, from 7 A.M. to 1.30 P.M.
Shift 2, from 1.30 P.M. to 8 P.M.

The shifts stated in this section shall be alternated each week. The foregoing schedule totals 39 hours and one additional hour may be worked any day, except Saturday, to constitute a 40-hour week, but if the employer furnishes only 39 hours' work, employees shall be paid for a full week of 40 hours.

D. The Company may employ a night driver to take care of emergency calls and one driver will be allowed for every four trucks in operation. Hours of night drivers shall be so divided that they shall be worked between Monday at 12.01 A.M. and Saturday at 12 o'clock midnight and shall not be longer than eight hours in any one night and not over 40 hours in any one week.

E. For the primary purpose of filling and loading trucks with oil a driver may be employed daily from Monday to Saturday, inclusive, between the hours of 4 A.M. and noon, at not exceeding eight hours per day and not over 40 hours in any one week.

F. When the Company wishes to change a shift of a driver, the driver shall be given two days' notice before any change is made.

G. When drivers work over 40 hours in any one week, or in excess of the hours stated in any of the above shifts for their day's work, in case of emergency, they shall receive overtime for the same at the rate of time and one-half.

H. The wages of oil truck drivers shall be at the rate of $30.80 per week and those driving trailers shall be paid at the rate of $3.00 per week additional.

ARTICLE IV

When it is necessary to work any employee covered by this agreement on a Sunday or holiday they shall be paid at the rate of double time for such work, unless otherwise provided herein.

ARTICLE V

The following rates of wages for work discharging barges or steamers are to be in effect:

A. Carmen and runmen . . . . . 75 cents per hour
Trimmers . . . . . 65 cents per hour

B. All time worked as carmen, runmen or trimmers in excess of eight hours in any one day shall be paid for at the rate of time and one-half.

All such work on Sundays, Memorial Day, June 17, July 4, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of time and one-half.

C. Union men shall be given preference in discharging labor, and others employed when union men cannot be secured.

ARTICLE VI

It is agreed by the Company that drivers shall be furnished with carriers, trimmers or wheelers when making deliveries that require such operation and union men when available shall be given this work and shall be paid 15¢ per ton for trimming and 30¢ per ton for carrying or wheeling for every 50 foot, or receive the regular wage. Drivers shall do this work if circumstances make it impossible to secure carriers, trimmers or wheelers.

ARTICLE VII

When extra men are hired they shall be the first to be laid off and when conditions of business are such that there is not full time work for the regular employees the Company shall make every reasonable effort to arrange the work so that it shall be fairly divided among the regular employees.

ARTICLE VIII

If a member of the Local is discharged, he shall, if he makes a request within 48 hours thereafter, be granted an immediate hearing by his employer. If it is found that he has been discharged through no fault of his own, he shall be restored to work and he shall receive full wages from the time of his discharge. In the event of a difference of opinion between the Company and the Local's representative, such differences shall be referred to the State Board of Conciliation and Arbitration. The decision given shall be binding with all parties.

ARTICLE IX

Employees reporting in the morning for work, without being notified the night before of a lay-off, shall be paid for one-half day. If any employee so reports, the Company may give him other work for the half day for which he is to be paid.

ARTICLE X

If, in order to meet unusual demands upon its business, the Company finds it necessary to hire or use additional equipment and means of transportation, such hiring or use shall cease when the necessity therefor is ended.

ARTICLE XI

Any issue arising relative to the interpretation of this agreement shall be referred to the Board of Conciliation and Arbitration for determination.

ARTICLE XII

This agreement shall be in effect for one year from October 22, 1936, and during this period there shall be no strike, lockout or concerted cessation of work.

Unless previous to September 1, 1937, either the Company or the Local gives notice of its desire to discontinue contractual relations, the Company and Local shall immediately after September 1, commence negotiations for the purpose of establishing the terms of a new agreement.

GEORGE W. PICKERING COAL COMPANY—SALEM

NOVEMBER 30, 1936

In the matter of the joint application for arbitration of a controversy between the George W. Pickering Coal Company, of Salem, and employees. (109)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards under the submission that the following is established as an agreement between the parties, to be effective as therein provided.

AGREEMENT entered into this twenty-second day of October, 1936, between the George W. Pickering Coal Company of Salem, hereinafter called the Company, and Teamsters', Chauffeurs' and Helpers' Local No. 42, of Lynn, Salem and vicinity, hereinafter called the Local.

ARTICLE I

The Company signing this agreement agrees that all men employed and covered by this agreement shall be members of Local No. 42 of Lynn, Salem and vicinity. It is agreed that no employees shall be eligible to work after the fifteenth of any month unless they have paid their dues for that month. It is further agreed that when hiring extra help the same shall be members of the Local. The Local shall, if it desires, have a representative to act as steward at each firm's place of business.

ARTICLE II

The hours of labor of chauffeurs, wharfmen and helpers, and one-horse drivers and all handling solid fuel, shall be as follows:

A. From May 1 to August 31, 1937, inclusive, forty hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M., from Monday to Friday, inclusive.

B. During the months of October, November and December, 1936, and March, April and September, 1937, forty-four hours shall constitute a week's work, on the basis of eight hours per day, between 7.30 A.M. and 5 P.M., from Monday to Friday, inclusive, and four hours on Saturday, between 7.30 A.M and noon; provided, however, that during the months of October, November and December, 1936,

and March and April, 1937, the Company may arrange the schedule of hours of employees engaged in delivering soft coal so that the hours on Saturday shall be between 7.30 A.M and 5 P.M. and on Wednesday, between 7.30 A.M. and noon. When work is required by the Company Saturday afternoon during the months of December, 1936, and March, 1937, the men in the employ of the Company shall work on the basis of time and one-half from noon until 5 P.M.

C. During the period from January 1 to February 28, 1937, inclusive, forty-eight hours shall constitute a week's work on the basis of eight hours per day between 7.30 A.M and 5 P.M., from Monday until Saturday, inclusive.

D. All hours worked in excess of the hours above (except Sundays and holidays) shall be paid for at the rate of time and one-half.

Employees shall be allowed one hour each day for dinner as near 12 o'clock noon as possible.

The Company may start out trucks at any time between 7.30 A.M. and 8 A.M., but shall notify employees at least the day before of any change in starting time.

E. For employees in the trucking division forty-eight hours shall constitute a week's work from Monday to Saturday, inclusive, and shall be worked between the hours of 7 A.M. and 6 P.M. with a lunch period each day. When employees work in excess of forty-eight hours per week or in excess of the hours stated herein for their day's work, they shall receive overtime for the same at the rate of time and one-half. Having regard to the needs of its business, the Company will endeavor to arrange its schedule so that as many of its men as possible will not have to work during the summer months on Saturday.

F. The following wage rates are to be in effect:

Chauffeurs	$30.80 per week
Wharfmen and helpers	27.50 per week
One-horse drivers	27.50 per week

While hauling trailers, chauffeurs shall be paid at the rate of $3.00 per week additional. Employees while driving trucks on wharves or in yards shall be paid the regular chauffeur's wages.

ARTICLE III

The hours of labor and wages for oil truck drivers shall be as follows:

A. Forty hours shall constitute a week's work and may be worked as follows:

B. Between the hours of 7.30 A.M. and 6 P.M. for any five eight-hour days or for any four ten-hour days, from Monday to Saturday, inclusive.

C. Range oil shifts may be worked from Monday to Saturday, inclusive:

Shift 1, from 7 A.M. to 1.30 P.M.
Shift 2, from 1.30 P.M. to 8 P.M.

The shifts stated in this section shall be alternated each week. The foregoing schedule totals 39 hours and one additional hour may be worked any day, except Saturday, to constitute a 40-hour week, but if the employer furnishes only 39 hours' work employees shall be paid for a full week of 40 hours.

D. The Company may employ a night driver to take care of emergency calls and one driver will be allowed for every four trucks in operation. Hours of night drivers shall be so divided that they shall be worked between Monday at 12.01 A.M. and Saturday at 12 midnight, and shall not be longer than eight hours in any one night, and not over 40 hours in any one week.

E. For the primary purpose of filling and loading trucks with oil a driver may be employed daily from Monday to Saturday, inclusive, between the hours of 4 A.M. and noon, at not exceeding eight hours per day and not over 40 hours in any one week.

F. When the Company wishes to change a shift of a driver, the driver shall be given two days' notice before any change is made.

G. When drivers work over 40 hours in any one week, or in excess of the hours stated in any of the above shifts for their day's work, in case of emergency, they shall receive overtime for the same at the rate of time and one-half.

H. The wages of oil truck drivers shall be at the rate of $30.80 per week and those driving trailers shall be paid at the rate of $3.00 per week additional.

ARTICLE IV

When it is necessary to work any employee covered by this agreement on a Sunday or holiday they shall be paid at the rate of double time for such work, unless otherwise herein provided.

ARTICLE V

The following wage rates for work discharging barges or steamers are to be in effect:

A. Carmen and runmen	75 cents per hour
Trimmers	65 cents per hour

B. All time worked on Sundays, Memorial Day, June 17, July 4, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of time and one-half.

C. Union men shall be given preference in discharging labor, and others employed when union men cannot be secured.

ARTICLE VI

It is agreed by the Company that drivers shall be furhished with carriers, trimmers or wheelers when making deliveries that require such operation and union men when available shall be given this work and shall be paid 15¢ per ton for trimming and 30¢ per ton for carrying or wheeling for every 50 foot, or receive the regular wage. Drivers shall do this work if circumstances make it impossible to secure carriers, trimmers or wheelers.

ARTICLE VII

When extra men are hired they shall be the first to be laid off and when conditions of business are such that there is not full time work for the regular employees the Company shall make every reasonable effort to arrange the work so that it shall be fairly divided among the regular employees.

ARTICLE VIII

If a member of the Local is discharged, he shall, if he makes a request within 48 hours thereafter, be granted an immediate hearing by his employer. If it is found that he has been discharged through no fault of his own, he shall be restored to work and he shall receive full wages from the time of his discharge. In the event of a difference of opinion between the Company and the Local's representative, such differences shall be referred to the State Board of Conciliation and Arbitration. The decision given shall be binding with all parties.

ARTICLE IX

Employees reporting in the morning for work, without being notified the night before of a lay-off, shall be paid for one-half day. If any employee so reports, the Company may give him other work for the half day for which he is to be paid.

ARTICLE X

If, in order to meet unusual demands upon its business, the Company finds it necessary to hire or use additional equipment and means of transportation, such hiring or use shall cease when the necessity therefor is ended.

ARTICLE XI

Any issue arising relative to the interpretation of this agreement shall be referred to the Board of Conciliation and Arbitration for determination.

ARTICLE XII

This agreement shall be in effect for one year from October 22, 1936, and during this period there shall be no strike, lockout or concerted cessation of work.

Unless previous to September 1, 1937, either the Company or the Local gives notice of its desire to discontinue contractual relations, the Company and Local shall immediately after September 1 commence negotiations for the purpose of establishing the terms of a new agreement.

S. KLAYMAN & SON, INC.—HAVERHILL

NOVEMBER 30, 1936

In the matter of the joint application for arbitration of a controversy between S. Klayman & Son, Inc., of Haverhill, and treers. (113)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that pursuant to an agreement previously entered into between the manufacturers and their employees, it was agreed that all cleaning should be given to the treers to the capacity of the machines. The Board awards that this agreement is in full force and effect and orders the manufacturer to give to the treers all shoes that are to be cleaned.

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